

# Terms of Use

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*Please read the following Terms of Use and Disclaimer carefully before using this website. By accessing or using the site, you agree to the disclaimer and all other terms provided below. If you do not agree to the disclaimer and all of these terms, do not access or use this website.*

## Disclaimer

The www.PHLRentAssist Website, including but not limited to all linked pages and sub pages (the "Website"), is provided on an "as is" and "as available" basis, and users are fully and solely responsible for their use of the Website and for any results or consequences of such use. The City of Philadelphia (the "City") makes no warranty or representation, express or implied, with respect to the quality, content, accuracy, completeness, currency, freedom from computer virus, or non-infringement of proprietary rights of the Website including any of the design, information, text, graphics, images, pages, interfaces, links, software, or other materials and items contained in or displayed on the Website. The Website has been compiled from a variety of sources, including sources beyond the control of the City of Philadelphia, and is therefore subject to change without notice from the City.

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**Additional Disclaimer For Online Bill-Pay Service:** In addition to the preceding terms and conditions the City, its officers, employees, agents, or representatives, shall not be liable for any damages of any kind arising from your use of the online bill-pay service, including any non-authorization of a user's payment by any entity involved in the processing of any online transaction including but not limited to your credit card company, any applicable governmental authority's non-acceptance of a payment from an online bill-pay user, or for any disruptions in service of the online bill-pay service, regardless of the cause. The City further assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization of settings.

### **Completion of a payment transaction using the online bill-pay service is contingent upon:**

1. the authorization of payment by all entities involved in the processing of any online transaction including your applicable credit card company;
2. the acceptance of your payment, or if applicable, your tax return filing, by the relevant governmental authority or other entity you are attempting to pay; and
3. payment of the online bill-pay transaction fee.

If, for any reason whatsoever your payment is not processed, authorized, or accepted by any entity involved in the processing of any online bill-pay transaction, or if where applicable any entity fails to accept your tax return filing, your payment liability shall remain outstanding and unpaid and you may be subject to late fees, interest charges, penalties, shut-off, or other actions where applicable. All outstanding payment obligations shall remain your sole responsibility. You understand, accept, and agree to pay to the City any and all fees and/or penalties associated with the submission of any payment transaction that is returned by any bank or other depository financial institution for insufficient funds or any other error on your part.

**Please note:** *Processing of payments using the City's online bill-pay service may vary, but normally takes approximately two (2) business days. Your account will not reflect on-line transaction until processing is complete. Also note that accounts in default status seeking to prevent shut-off or other actions must be paid on-line within seven (7) business days of notice of default. However, payment of accounts in default status within seven (7) business days of notice of default may not prevent shut-off or other actions.*

## External Sites

This Website may contain links to other sites on the Internet that are operated by parties other than the City ("External Sites"). The City is not responsible for the content of any such External Sites, or for the availability of such External Sites or their content. If you have questions or concerns regarding the content of any External Site, you should contact the respective External Site administrator directly.

## Copyright, Trademarks and Service marks

Service marks and trademarks contained in or displayed on the Website, and the contents of linked sites operated by third parties, are the property of their respective owners. All other design, information, text, graphics, images, pages, interfaces, links, software, and other items and materials contained in or displayed on this Website, and the selection and arrangements thereof, are the property of the City of Philadelphia. All rights are reserved. Permission is granted to residents and citizens of the City of Philadelphia to copy electronically and to print single pages from the Website for the sole purpose of sharing information on the Website with other citizens and residents, and on the condition that the pages are copied, printed, and shared without cost to the recipients and exactly as presented on the Website, without any addition or modification. Distribution or republication in any other form or for any other purpose, including any commercial purpose or use, and any modification whatsoever, are strictly prohibited without the prior written permission of the City.

## Communications Through The Website

In no event shall any communication made through this Website's e-mail and messaging functions constitute legal notice to the City, or to any of its agencies, 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 City or any of its agencies, officers, employees, agents, or representatives.

## Miscellaneous

The foregoing terms and conditions and all disputes arising under them shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The City reserves the right to revise and otherwise change the foregoing terms and conditions at any time and without notice. Commercial use is prohibited without the prior written permission of the City.

## Public Interaction with Official City Social Media Accounts

To ensure the City of Philadelphia can communicate in an effective and meaningful way with all of its citizens, the following guidelines and rules apply for people who interact on or with Official City Accounts:

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

## DMCA 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, City-owned or City-operated websites (collectively, "phila.gov,") you may submit a notice pursuant to the DMCA by providing the City's DMCA Designated Agent (see Section 4 (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 the City to locate the material;
4. information reasonably sufficient to permit the City 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 phila.gov unless given such right by the City. If the City has given you permission to post an array of material to phila.gov, 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 City's DMCA Designated Agent (see Section IV(E) 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 the 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 City may be found, and that you will accept service of process from the person who provided notification under Section I (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. The City's Designated Agent under the DMCA for phila.gov is as follows:

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