

Warren County Board of Supervisors

RESOLUTION NO. 460 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS STROUGH, CONOVER, FRASIER, GERACI, THOMAS, DRISCOLL AND WILD

ADOPTING PRIVACY POLICY AND TERMS OF USE POLICY FOR THE WARREN COUNTY WEBSITE

WHEREAS, the Director of Information Technology presented to the Legislative, Rules & Governmental Operations Committee a Privacy Policy and Terms of Use Policy for the Warren County Website, and

WHEREAS, the Legislative, Rules & Governmental Operations Committee has reviewed the Policies and has recommended that the same be advanced to the full Board of Supervisors for consideration, now, therefore, be it

RESOLVED, that the Privacy Policy and Terms of Use Policy for the Warren County Website annexed hereto, be, and the same hereby are, adopted as the official Policies for Warren County.

WARREN COUNTY, NY PRIVACY POLICY

This Privacy Policy is effective as of October 20, 2023.

For purposes of this Policy, “Site” refers to the County’s website and all public facing websites and applications, whether hosted directly on Warren County servers or 3rd party servers. “Services” refers to the County services accessed via the Site. The terms “we,” “us,” and “our” refers to the County. “You” refers to you, as a user of our Site or our Service.

Warren County (the “County”) is committed to maintaining robust privacy protections for its users. Our Privacy Policy is designated to help you understand how we collect, use and safeguard the information you provide to us and to assist you in making informed decisions when using our Services.

By accessing our Site or our Services, you accept our Privacy Policy and Terms of Use (found here), and you consent to our collection, storage, use and disclosure of your Personal Information as described in this Privacy Policy.

INFORMATION WE COLLECT

We collect “Non-Personal Information” and “Personal Information.” We do not collect Personal Information when you visit our Site unless you choose to provide that information. Users are not required to provide any information to search, retrieve, download, filter and otherwise use the data available on our Site.

Non-Personal Information includes information that cannot be used to personally identify you, such as anonymous usage data, general demographic information we may collect, referring/exit pages and URLs, platform types, preferences you submit and preferences that are generated based on the data you submit and number of clicks.

Personal Information includes, but is not limited to, your email, name, address and phone number which you submit to us when using the Site.

INFORMATION COLLECTED VIA TECHNOLOGY

In an effort to improve the quality of the services, we track information provided to us by your browser or by our software when you view or use the Services, such as the website you came from (known as the “referring URL”), the type of browser you use, the type of device from which you connected to the Services, the time and date of access, and other information that does not personally identify you. We track this information using cookies, or small text files which include an anonymous unique identifier. Cookies are sent to a user’s browser from our servers and are stored on the user’s computer hard drive. Sending a cookie to a user’s browser enables us to collect Non-Personal Information about that user and keep a record of the user’s preferences when utilizing our Services, both on an individual and aggregate basis. For example, the County may use cookies to collect the following information: IP address, date, time, browser type. Users can choose to disable cookies using their web browsers. It will not affect the user’s ability to search for, review and retrieve data on the site.

The County may use both persistent and session cookies; persistent cookies remain on your computer after you close your session and until you delete them, while session cookies expire when you close your browser.

INFORMATION YOU PROVIDE US

In addition to the information provided automatically by your browser when you visit the Site, you will provide information related to Services. By providing this information, you are authorizing us to collect, store and use this information.

CHILDREN'S PRIVACY

The Site and Services are not directed to anyone under the age of 13. The Site does not knowingly collect or solicit information from anyone under the age of 13. In the event that we learn that we gathered Personal Information from anyone under the age of 13 without consent of a parent or guardian, we will delete that information as soon as possible. If you believe we have collected such information, please contact us.

HOW WE USE AND SHARE INFORMATION

Personal Information: Except as otherwise stated in this Privacy Policy, we do not sell, trade, rent or otherwise share for marketing purposes your Personal Information with third parties without your consent. We do share Personal Information with vendors who are performing Services for the County, such as the servers for our email communication who are provided access to user's email address for purposes of sending emails from us. Those vendors use your Personal Information only at our direction and in accordance with our Privacy Policy.

In general, the Personal Information you provide us is used to help us communicate with you. For example, we use Personal Information to contact users in response to questions.

We may share Personal Information with outside parties if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to meet any applicable legal process or enforceable governmental request; to enforce applicable Terms of Service, including investigation of potential violations; address fraud, security or technical concerns; or to protect against harm to the rights, property, or safety of our users or the public as required or permitted by law.

Non-Personal Information: We use Non-Personal Information to help us improve Services and customize the user experience. We also aggregate Non-Personal Information in order to track trends and analyze use patterns on the Site. This Privacy Policy does not limit in any way our use or disclosure of Non-Personal Information and we reserve the right to use and disclose such Non-Personal Information to our partners, advertisers and other third parties at our discretion. If our information practices change at any time in the future, we will post the Policy changes to the Site so that you may opt out of the new information practices. We suggest that you check the Site periodically if you are concerned about how your information is used.

HOW WE PROTECT INFORMATION

We implement security measures designed to protect your information from unauthorized access. We further protect your information from potential security breaches by implementing certain technological security measures including encryption, firewalls and secure socket layer technology. However, these measures do not guarantee that your information will not be accessed, disclosed, altered or destroyed by breach of such firewalls and secure server software. By using our Service, you acknowledge that you understand and agree to assume these risks.

YOUR RIGHTS REGARDING THE USE OF YOUR PERSONAL INFORMATION

You have the right at any time to prevent us from contacting your for any purpose. When we send communication to a user, the user can opt out of further promotional communications by following the unsubscribe instructions provided in each communication. Please note that notwithstanding the communication preference your indicate by unsubscribing, we may continue to send you administrative communications, for example, periodic updates to our Privacy Policy.

LINKS TO OTHER WEBSITES

As part of the Services, we may provide links to other websites or applications. However, we are not responsible for the privacy practices employed by those websites or the information or content they contain. This Privacy Policy applies solely to information collected by us through the Site and Services. Therefore, this Privacy Policy does not apply to your use of a third-party website accessed by selecting a link on our Site or via our Services. To the extent that you access or use the Services through or on another website or application, then the Privacy Policy of that other website or application will apply to your access or use of that site or application. We encourage our users to read the privacy statements of other websites before proceeding to them.

CHANGES TO OUR PRIVACY POLICY

The County reserves the right to change this Policy and our Terms of Service at any time. You should periodically check the Site and this privacy page for updates.

CONTACT

If you have any questions regarding this Privacy Policy or the practices of this Site, please contact us by sending an email to PrivacyPolicy@WarrenCountyNY.gov

WARREN COUNTY, NY TERMS OF USE

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This Policy sets out your rights and responsibilities when you use WarrenCountyNY.gov or any other Services provided by Warren County, so please read it carefully. These Terms are governed by and will be constructed in accordance with the laws of the United States of America and New York State. Any dispute arising under or in connection with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the appropriate Court.

We may update these Terms periodically. Changes will be effective upon the posting of the changes unless otherwise specified. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

By accessing our Site or our Services, you accept our Privacy Policy (found here) and Terms of Use, and you consent to our collection, storage, use and disclosure of your Personal Information as described in this Privacy Policy. If you do not agree with the Terms, you may not use our Services.

DISCLAIMER, LIABILITY AND WARRANTY

We do not guarantee:

- The Services will be secure or available at any particular time or location.
- Any defects or errors will be corrected.
- The Services will be free to viruses or other harmful materials.
- The results of using the Services will meet your expectations.

You use the Services solely at your own risk. You understand and agree that Services are provided on an “AS IS” and “AS AVAILABLE” basis. We reserve the right to change, suspend, or discontinue any of the Services at any time, for any reason. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or ability to generate revenue through Services.

RESTRICTED USER BEHAVIOR

You agree not to use the Service:

- For any unlawful purpose.
- To upload, post, or otherwise transmit any material that is obscene, blasphemous, pornographic, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable.

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- To upload, post, or otherwise transmit any material that infringes any copyright, trade mark, patent or other intellectual property right or any moral right or artist's right of any third party including, but not limited to, Warren County or to facilitate the unlawful distribution of copyrighted content or illegal content.
- To harm minors in any way, including, but not limited to, uploading, posting, or otherwise transmitting content that violates child pornography laws, child sexual exploitation laws or laws prohibiting the depiction of minors engaged in sexual conduct, or submitting any personally identifiable information about any child under the age of 13.
- To forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service.
- To upload, post, or otherwise transmit any material which is likely to cause harm to Warren County or anyone else's computer systems, including, but not limited to, that which contain any virus, code, worm, date or other files or programs designed to damage or allow unauthorized access to the Service which may cause any defect, error, malfunction or corruption to the Service.
- For any commercial purpose, except as expressly permitted under the Terms.
- To sell access to the Service on any other website or to use the Service on another website for the primary purpose of gaining advertising or subscription revenue other than a personal blog or social network where the primary purpose is to display content for Warren County by hyperlink and not to compete with Warren County.

CONTACT

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