

Updated: 03/19/2019

Terms & Conditions

Please read these Terms and Conditions carefully before using the Plan Ahead Property Tax Savings Program (“Program”). Your access to and use of the Program is conditioned upon your acceptance of and compliance with these terms under the following Terms of Use (“Agreement”). If you do not agree with any parts of these terms, you may not access the Property Tax Savings Program. Failure to abide or breach of these terms may result in the immediate termination, without prior notice or liability, access to the Program. These terms apply to all visitors, users and others who access or use of the Property Tax Savings Program. As a condition of use, you promise not to use the services for any purpose that is unlawful or prohibited by these terms, or any other purpose not reasonably intended. We may terminate or suspend access to the Program immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these terms.

This Agreement sets forth a legally binding agreement between you and City of Detroit (“City of Detroit”). This web site or application, including any software (including, without limitation, software, code, files, images, contained in or generated by the software, accompanying data, Boot ROM code and other embedded software), documentation and any accompanying fonts (collectively, the “Program”) is provided pursuant to this Agreement. By accessing this Program in any way, including, without limitation, browsing this Program, using any information, and/or submitting information to City of Detroit, you agree to and are bound by the terms, conditions, policies and notices contained in this Agreement), including, but not limited to, conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of law.

Updating the Agreement

Your use of this Program after we post any changes to this Agreement constitutes your agreement to those changes. You agree to review this Agreement periodically to ensure that you are familiar with the most recent version. City of Detroit may, in its sole discretion, and at any time, discontinue this Program or any part thereof, with or without notice, or may prevent your use of this Program with or without notice to you. You agree that you do not have any rights in this Program and City of Detroit will have no liability to you if this Program is discontinued or your ability to access the Program is terminated. You further agree that City of Detroit will not be liable for any modification or suspension of the Program.

If you do not agree to the terms contained in this Agreement, then you may not use the Program. Your use of the Program constitutes your acknowledgment that you have the legal authority to bind yourself or any party you represent to, and your acceptance of, this Agreement. You acknowledge that you have read and agree to be bound by this Agreement and to comply with all

applicable laws, regulations and/or rules with regard to your use of the Program. You represent that you have the legal authority to bind yourself or any party you represent to this Agreement.

You may not use the program for any purpose that is unlawful or prohibited by this agreement. Your access to the program may be terminated immediately in the city's sole discretion, with or without notice, if you fail to comply with any provisions of this agreement and/or additional terms, or for any other reason, or no reason.

On certain areas of this Program, you may be given the ability to provide us with personally identifiable information. Please read our Privacy Policy for more information about our information collection and use practices.

Grant of License

The Program is licensed to you by City of Detroit subject to the terms of this Agreement. Neither title nor any intellectual property rights are transferred to you, but rather remain with City of Detroit or its licensors, who own full and complete title, and City of Detroit and respective licensors reserve all rights not expressly granted to you. The rights granted herein are non-transferable, and are limited to City of Detroit's intellectual property rights in the Program and do not include any other patents or intellectual property rights. This Agreement does not grant you any rights to use City of Detroit proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third-party devices and accessories for use with the Program. Any use of the Program in any manner not allowed under this Agreement is prohibited. This Agreement does not entitle you to receive and does not obligate City of Detroit to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Program

You may not modify, alter, copy, publicly display or perform, distribute, create derivative works, of the Program.

Your rights under this Agreement will terminate automatically without notice from City of Detroit if you fail to comply with any term(s) of this Agreement. Upon the termination of this Agreement, you shall cease all use of the Program and delete all copies of the Program from your mobile device and account.

Content

City of Detroit provides this Program to you, subject to this Agreement.

This Program, and any services performed, provided or enabled by or through this Program and all the information, communications, scripting, photos, text, video, graphics, music, sounds, images, trademarks, logos, product and program names, and other materials and complications of the foregoing, that may be provided to you via this Program (collectively "Content") by City of Detroit or its content providers, are the property of City of Detroit and its content providers, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual

property laws, and are intended for the lawful use by registered users (as applicable) of this Program. You represent and warrant that you will use the Program and Content only for the purposes permitted herein, that all information you submit is accurate and otherwise complies with this Agreement, and that you will promptly notify City of Detroit if any of your information changes. City of Detroit makes no representation that the Program or Content are appropriate or available for use in particular locations.

You agree not to download, display or use any Content in any other manner that is likely to cause confusion among consumers, that disparages or discredits City of Detroit and/or its licensors, that dilutes the strength of City of Detroit or its licensors' property, or that otherwise infringes City of Detroit or its licensors' intellectual property rights.

Accounts, Security, Passwords

Certain areas of the Program may require registration or may otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Program.

Where the Program requires you to submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the, completeness, and accuracy of your registration data, including, without limitation, your name, address, telephone number, email address and method of payment details. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify City of Detroit immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, PIN, or other information which provides you access to the Program. City of Detroit is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

You agree that City of Detroit may collect and use technical and usage data and related information in compliance with our Privacy Policy. You grant City of Detroit the permission to use this information to improve its products or to provide services or technologies to you.

Qualifications

The following criteria must be met in order for a parcel to be activated in the program:

1. Residential Real Property
2. Property Taxes must not have their taxes escrowed through a mortgage provider
3. Taxpayer may not have *current year* taxes due at the City of Detroit

Payment Options

Payment options accepted are Cash, Credit Card, Debit Card, Check and E-Check. The mobile app will only be able to accept payments via Credit Card, Debit Cards and E-Checks. Minimum of \$1 payment must be made regardless of the payment option.

Taxpayer can use any Kiosk or download the mobile app and input their property address or parcel number. A tab called “Plan Ahead - Property Tax Savings Program” will populate on the screen. Once they click on this tab, they will be directed to a page that will have all the property information as well as their estimated tax for the year. Payments for the program will be accepted February 1st through January 15th of the following year. Payments will not be accepted from January 16th to January 31st. Payments made on the wrong parcel will not be refunded or revised.

The program will also include an amount called estimated tax payment. This payment is averaged over 11 months and will change depending on the remaining amount of estimated or actual tax due. These estimated tax payments are not required but are highly recommended to stay on track of paying property taxes. Estimated tax due will recalculate depending on the parcel’s savings account bank balance.

Payments made on the program must be sufficient to cover tax liabilities on the respective due date.

If the balance in the program’s account does not cover first half of summer by July 1st, taxpayer will be notified on July 15th via text message or by e-mail that additional funds are needed by 11:59 P.M on August 15th. If sufficient funds are received, taxpayer can continue making payments through the program.

If the balance in the program’s account does not cover 1st half of summer by August 15th, taxpayer will be notified on August 20th via text message or by email that the full summer balance must now be paid by 11:59 P.M on August 31st. If sufficient funds are received, taxpayer can continue making payments through the program for their winter taxes. If sufficient funds have not been received, the property will be withdrawn from the program. All funds in the account will be applied to the parcel, and the remaining balance must be paid using other City of Detroit Payment options (will be subject to penalty and interest).

If the balance in the program’s account does not cover 2nd half of summer and/or winter taxes by December 1st, taxpayer will be notified on December 20th via text message or by email that additional funds are needed by 11:59 P.M. on January 15th. If sufficient funds are received, no further actions are needed. Taxpayer will receive notification that taxes have been paid in full. If sufficient funds have not been received, all funds in the account will be applied to the parcel and the remaining balance must be paid using other City of Detroit Payment Options (will be subject to penalty and interest).

Application of Funds

Taxpayers who have met the first half summer deadline will continue to have funds applied until the tax liability has been covered in full. Once the summer balance has been funded in full, remaining funds will be applied up to the total amount of the parcel's winter tax balance, starting on December 1st. Taxpayers who did not meet the first half summer deadline but summer taxes were funded in full by August 31st, will not have funds applied to their account until the winter balance is available starting December 1st. Payments will be applied to your tax obligations every 2 weeks starting July 1st. City of Detroit will apply funds to a parcel based on payment balance, not processed payment.

If a parcel has a zero balance in the savings account at June 1st, that parcel will no longer be able to participate in the program for the *current year*. Any property tax balance for that specific tax year must be paid using other City of Detroit payment options and will be subject to penalty and interest.

Once all payments have been applied, there may be instances where the taxpayer has overpaid and a credit balance is remaining. In this instance, the credit balance will be applied to the parcel's following year bank balance.

Related parcels (i.e. Special Acts) will be required to make separate payments for each parcel.

Financial Institution

All payments are managed by a City of Detroit bank account, under the city's name and EIN.

Account Balance

Any account that has requested a withdrawal of funds will be flagged by the program. Once a flag has been placed on your parcel, you will no longer be able to participate in the program for the *current year*. Balance will be available within 72 hours after funds have been processed and received.

Mailing of Tax Bills

An informational tax bill will be mailed out to all parcels who are participating in the program. These bills will state that the parcel is participating in the program and to ensure that available funds are available to meet your tax obligations.

Returned Items

In the instance where an unprocessed payment is returned, those funds will be reversed from the parcel, and the taxpayer will be issued a \$25 fee. The returned item fee will be included in the

parcel's estimated tax due. Taxpayer will be notified via text message and/or email that their payment has been returned and that a fee will be assessed to their parcel. Account will then be restricted and all remaining payments for the program must now be made using cash, credit card or debit card.

Request for Withdrawal of Funds

A request to withdrawal funds will only be processed 30 days after a deposit has been made via Credit Card, Debit Card or E-check. All requests for withdrawals must be done in person and the following information is required:

- Federal or State issued photo identification
 - Must match the information that was entered on the respective Credit Card, Debit Card or E-check deposits.
- Receipt of deposit (kiosk receipt, bank statement, credit card statement).
- Signed Acknowledgement Form

Request for withdrawal of funds can only be requested through close of business on May 31st. If a Credit Card or E-check deposit was made on or after May 1st, a withdrawal of funds cannot be processed. All deposits after July 1st are considered voluntary deposits and cannot be withdrawn. Partial withdrawals are not accepted. All requests for withdrawals will result in a full refund of all deposits, closure of the segregated bank account and removal from the program for the specific tax year. Withdrawal requests will be processed by the Office of the Treasury – Property Tax Branch in accordance with all applicable city ordinances, policies and directives. Refunds that result from cash deposits will be issued to the parcel owner, unless an electronic receipt can be provided (via email or text). Credit card, Debit card and E-Check deposits will only be issued to the payer on file. Refunds are processed on a per deposit basis. If a parcel contains deposits from multiple taxpayers, each taxpayer will be required to submit the necessary information to complete the refund request.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Program, including all disputes, will be governed by the laws of the United States and the laws of the State of Michigan, without regard to its conflict of law's provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Wayne County, Michigan, and waive any objection to such jurisdiction or venue. Any claim under these Terms and Conditions must be brought within (1) year after the cause of action arises, or such claim or cause of action is barred. If the court of law having jurisdiction rules that any provision of the agreement is invalid, then that provision will be removed from the Terms of Service and the remaining terms and conditions will continue to be valid in full force and effect.

Electronic Communications and Electronic Signatures

You agree to be bound by any affirmation, assent, or agreement you transmit through the Mobile App or website including but not limited to any consent you give to receive communications solely through electronic transmission. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

The use of the Program may require use of a mobile device and phone service, wireless mobile data service, and text messaging capability, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the Program, including without limitation, administrative messages, service announcements, and diagnostic data reports, from City of Detroit, your mobile carrier or third party service providers.

You agree to receive text messages from the Program, the frequency of messages will vary based on your activity. Certain texts are required to use the Program, including verification texts. Message and data rates may apply from your mobile carrier. By providing your consent to participate in this program, you approve any such charges from your mobile carrier. If you do not have an unlimited wireless mobile data plan or text messaging capability, you may incur additional charges from your wireless service in connection with your use of the Program. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Program, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Program.

The Program may not work with all devices or all mobile carriers. City of Detroit makes no representations that the Program will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Program, or other third party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

The information in any Program message may be subject to certain time lags and/or delays. You are responsible for managing the types of SMS texts you receive.

Use of the Program

You will not use any electronic communication feature of the Program for any purpose that is unlawful, tortious, abusive, intrusive on another’s privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.

You will not use the Program for any commercial purpose not expressly approved by City of Detroit in writing.

You will not upload or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

You will not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Program or any features or functionality of the Program, to any third party for any reason, including by making the Program available on a network where it is capable of being accessed by more than one device at any time

You will not make the Program available over a network where it could be used on multiple devices at the same time.

You will not remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Program, including any copy thereof.

You will not collect or store personal data about other users.

Except as and only to the extent permitted by applicable law, you may not copy, decompile, reverse engineer, disassemble, and attempt to derive the source code of, modify, or create derivative works of the Program or any part thereof. Any attempt to do so is a violation of the rights of City of Detroit and its licensors of the Program. If you breach this restriction, you may be subject to prosecution and damages. By storing content on your device, you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder.

Privacy Policy

City of Detroit, respects your privacy and is committed to protecting it through our compliance with this policy. This policy describes our privacy practices for our applications and websites where it is posted. This policy does not apply to information we might collect in other situations, like offline or by email. This policy also does not apply to the practices of third parties who may provide services or features on our sites or apps.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, do not download, register with or use this application or service. By downloading, registering with or using this application or service, you agree to this privacy policy. This policy may change from time to time. Your continued use after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Information We Collect and How We Collect It

Information You Provide to Us: When you download, register with or use this application or website, we may ask you provide information:

Personal Information. By which you may be personally identified, such as name, phone number, mailing address, and email address.

Payment information. If you make a payment, or create an account, we might collect your credit card, debit card, checking account and billing information.

Transaction information. Details of transactions you carry out through the application and of the processing of your payment, or create an account.

When you download, access and use our application or website, it may use technology to automatically collect:

Website Details. We may also collect information about the parts of our application or website you use or third party websites you visit when you leave our website. We may work with third parties who collect information about you when you use our apps or website

App Usage Details. When you access and use the application, we may automatically collect certain details of your access to and use of the app, including location data and other communication data and the resources that you access and use on or through the app.

Device Information. If you download our application, we may collect information from your mobile device, like your device ID.

Other information. We may collect information about your IP address, operating system, browser type, mobile network information and the device's telephone number.

Location Information. Our application collects real-time information about the location of your device to provide you services and to make it easier for you to use our service.

We will not share with or disclose to any third parties any information that we collect from you except as expressly provided in the Disclosure of Your Information section below.

The technologies we use for automatic information collection may include cookies (or mobile cookies). A cookie is a small file placed on your smartphone. It may be possible to refuse to accept mobile cookies by activating the appropriate setting on your smartphone. However, if you select this setting you may be unable to access certain parts of our application.

You can choose whether or not to share personal information. If you choose not to share, some parts of our sites and some services may be more difficult or impossible to use. Your browser may give you the ability to reject cookies or turn off location-based capabilities. If you choose not to disable these features, some parts of our sites and some services may be more difficult or impossible to use. If you do not want us to collect information about you or your device do not download the application or uninstall it from your device. In no event will we share with, or disclose to, a third party any information that we collect from you except as expressly provided in the Disclosure of Your Information section below.

We use information that we collect about you or that you provide to us, including any personal information.

We use information to respond to your requests or questions. For example we may use your information to help you access your account if you forget your password.

We use your information to help us improve our products and services. We may use information to customize and improve your experience. For example, we might look at usage trends to make sure our sites and apps are easy to use.

To provide updates. For example, we may send you email or push notifications about your account, transactions, or changes to our sites, applications, or policies.

For our legitimated business purposes. We will also use your information to fulfill any other purpose for which you provide it. We may also use information you provide to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection. We may combine information that we receive about you from third parties with information we already have.

All of the above uses of your information will only occur as permitted by law.

In no event will we share with or disclose to a third party any information that we collect from you except as expressly provided in the Disclosure of Your Information section below.

Disclosure of Your Information

We may disclose aggregated information about our users without restriction. In addition, we may disclose personal information that we collect or you provide in the following ways:

Service Providers. We share information with contractors, service providers and other third parties we use to support the tax savings program.

For legal purposes. To comply with any court order, law or legal process, including to respond to any government or regulatory request.

In no event will we share any information that we collect from you with a third party except as expressly provided in this Disclosure of Your Information section.

When we share with, or disclose to, a third party any information that we collect from you, we will ensure that the third party does not disclose your information to other third parties for purposes other than the tax savings program.

California Privacy Rights

California Civil Code Section 1798.83 permits users of our application that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to PropertyTaxBranch@DetroitMI.Gov

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. However, the internet is a public place. We cannot promise that your information will remain secure. We encourage you to use caution when sharing information. Do not share your password with other people and pick secure passwords.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a PIN or password for access to certain parts of our application, you are responsible for keeping this information confidential. We ask you not to share this information with anyone.

Our sites and applications may contain links to third party sites. If you click on one of those links, you will be taken to sites we do not control. This policy does not apply to the practices of that site. You should read third party privacy policies carefully.

We may update our privacy policy from time to time. If we make material changes to how we treat our users' personal information, we will post the new privacy policy on this page.

You can review and change your personal information by logging in and visiting your account profile page.

Additional Information

We may modify these Terms, for any reason at any time, by posting a new version on this website, these changes do not affect rights and obligations that arose prior to such changes. Your continued use of the Program following the posting of modified Terms will be subject to the Terms in effect at the time of your use. Please review these Terms periodically for changes. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with Program in any way, your only recourse is to immediately terminate use of the Program.

Intellectual Property Ownership

There are a number of trademarks, logos, service marks, slogans, product names and designations and other proprietary indicia (collectively “Trademarks”) used in the Program and in the Content. By making these Trademarks available through the Program and in the Content, City of Detroit is not granting you a license to use them in any fashion, and you are not granted any license under any of City of Detroit’s or any third party’s Trademarks or other intellectual property rights, except as specifically set forth in this Agreement. No City of Detroit Trademarks may be used as a username, icon, identifier, and hyperlink or in any other manner without City of Detroit’s prior written permission. The Program, Content, and the selection, coordination, and arrangement thereof, is owned either by City of Detroit, or its respective licensors. The unauthorized copying, displaying, selling, distributing or other use of any Content or Program is a violation of the law. You acknowledge having been advised by City of Detroit that the Content and Program is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other intellectual property and proprietary rights laws.

The Internet may be subject to breaches of security. City of Detroit and the City of Detroit Affiliates are not responsible for any resulting damage to any user’s device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing City of Detroit or the City of Detroit Affiliates any information or posting information to the Program. City of Detroit and the City of Detroit Affiliates make no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Program. This Program may be temporarily unavailable due to maintenance or malfunction of computer equipment.

Links to Third-Party Websites, Applications, and Services. The Program may provide connectivity or links to other third-party services, websites, applications, software, and other content from third-party providers such as social media partners, wireless carriers, and third-party software application developers (“Third-Party Services”). The Program may allow you to add/configure certain Third-Party Services to your device. City of Detroit has no control over, makes no representations or warranties whatsoever about any of the Third-Party Services that you may access, is not responsible for the availability of such Third-Party Services, and does not endorse nor is responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms, including software license terms, of those third parties.

Users who utilize the Third-Party Services should be aware that account and other personal information held by those third parties may be transmitted through and stored on City of Detroit servers and/or applications located in the United States and elsewhere. You understand and agree

that the companies that provide the Third-Party Services may access, use and share certain information about you, if you use the Third-Party Services. You understand and agree City of Detroit is not responsible for these companies, or their use of any other of your information. Your use of the Third-Party Services is at your own risk.

City of Detroit may assign this Agreement in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use all or any part of the Program. To the extent that you allow a third party to use your device, you shall remain solely responsible for the use of the Program by others using the device.

THE PROGRAM (INCLUDING ALL APPLICATION PROGRAM UPDATES) AND THE CONTENT ARE MADE AVAILABLE ON AN “AS IS,” “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. CITY OF DETROIT AND THE CITY OF DETROIT AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM AND THE CONTENT. CITY OF DETROIT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED, PROVIDED OR ENABLED BY OR THROUGH THE PROGRAM (INCLUDING ANY APPLICATION PROGRAM UPDATES) WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PROGRAM, (INCLUDING ANY APPLICATION PROGRAM UPDATES) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROGRAM (INCLUDING ANY APPLICATION PROGRAM UPDATES) WILL BE CORRECTED.

BY ACCESSING THIS PROGRAM, REGISTERING WITH THE PROGRAM AND/OR ACCEPTING ANY INFORMATION FROM THIS PROGRAM YOU AGREE TO INDEMNIFY, DEFEND AND HOLD CITY OF DETROIT AND THE CITY OF DETROIT AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THIS AGREEMENT; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) ANY MISREPRESENTATION MADE BY YOU; (D) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR USERNAME/PASSWORD/PIN; (E) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN CITY OF DETROIT’S DEFENSE OF ANY CLAIM. CITY OF DETROIT RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF CITY OF DETROIT