

USER AGREEMENT

Welcome/Introduction

Thank you for visiting the Official Site of Seminole County, Florida. It is presented to you by the Seminole County Board of County Commissioners. Our Web site adheres to the highest of Internet standards, complying with the State of Florida's Public Records statutes, observing and championing Net etiquette, linking externally without endorsements, and aiming in good faith for factual information throughout.

This is a non-political service provided by Seminole County to business owners/representatives within Seminole County interested in highlighting the safety measures his/her business is undertaking during COVID-19 and for the public to have an opportunity to rate his/her experience and review prior ratings for such business (collectively, "Services").

Terms of Use

Seminole County provides the Services for the convenience of business owners/representatives within Seminole County and for the public (collectively, "Users"). By using the Services available through Seminole County's Web Site, Users agree to be bound by all of Seminole County's terms and conditions as forth in this User Agreement. **Users agree not to access or use the Services if he/she is unwilling or unable to comply with this User Agreement.**

The terms and conditions set forth in this User Agreement may be updated from time to time, without notice to the User. It is the User's responsibility to review this User Agreement from time to time in order to be aware of any changes. User understands that the format in which the Services are offered or the Services in general may change, or may be removed over time and without notice. Seminole County makes no commitment to reformat the method in which the Services are offered for Users, makes no commitment to change the platform in which the Services are offered, and makes no commitment to provide the Services in perpetuity. User understands and agrees that User's continued use of the Services represents User's acceptance of the foregoing.

Information

Users understand that he/she may be required to provide certain information for use of the Services. User agrees to provide complete and accurate information. Users may not impersonate someone else when providing such information. Seminole County may use the information provided to Seminole County in a number of different ways, including by publicly displaying, reformatting, transcribing, and distributing the information. As such, Users irrevocably grant Seminole County a world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicense-able, transferable rights to use the information provided by Users for any purpose. Users also agree to irrevocably grant other Users of the Service the right to access your information in connection with the use of the Services.

Users may be exposed to liability if the information provided to Seminole County for the Services is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, service mark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful,

including illegal hate speech; exploits or otherwise harms minors; violates or advocates the violation of any law or regulation or violates this User Agreement.

Seminole County may not attempt to verify any licenses a local business or its representatives may have, and Users should inquire about any such licenses with the business directly.

User information provided to Seminole County and information subsequently transcribed on Seminole County's Web site does not constitute or imply endorsement, recommendation, affiliation or favoring by Seminole County. Seminole County reserves the right to remove, screen, edit or reinstate User information at Seminole County's sole discretion for any reason or no reason, and without notice to you.

Users assume all risks associated with the information provided to Seminole County for the Services, including its quality, accuracy or reliability and any personal information User discloses. Seminole County makes no representation regarding the completeness, accuracy, or timeliness of such information and data or that such information and data will be error-free.

User understands and agrees to use the Services at User's own risk, including the risk that the information may be inaccurate, objectionable, incomplete, or fails to provide adequate warnings about potential risks or hazards. Users using the Services should take appropriate precautions and verify all information provided and relied on. Seminole County is not liable for any information provided by Users for the Services and is not liable for any financial or other impacts caused as a result of the ratings provided by Users.

Prohibited Uses

Users agree not to use the Services for any unlawful activity, including the offering or selling of any illegal products or services, or in any way that would violate this User Agreement.

Use of the Services for transmission, distribution, retrieval, or storage of any information, data or other material in violation of any applicable law or regulation is prohibited. Users also agree not to:

Provide false information or to impersonate someone else;

Distribute computer viruses, worms, or any other software intended to damage or alter a computer system;

Use any automated means or form of scraping or information or data extraction to access or otherwise collect the information or data provided by the Services, except as expressly permitted by Seminole County; or

Violate any applicable local, state, national or international law, rule, regulation, code or ordinance.

Users agree not to use the Services for activities beyond the uses allowed by this User Agreement. Users agree not to use the Services to contact other Users for any reason.

Violation of User Agreement

In the event of any violation of this User Agreement, Seminole County reserves the right to suspend, terminate, either temporarily or permanently, any or all of the Services provided to Users. Users who violate terms contained in this User Agreement may additionally incur criminal and civil liability. Seminole County may refer violators to criminal or civil authorities for prosecution.

Indemnity

User agrees to hold harmless, release and indemnify Seminole County, its commissioners, officers, employees, attorneys, agents, telecommunication providers, service providers and their subsidiaries and affiliates from any and all claims, demands, losses, damages, costs, expenses, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to User's violation of this User Agreement or the use of or reliance on the Services and the information provided therein and User's act or omissions in the performance of this User Agreement.

Limitation of Liability

THE SERVICES ARE MADE AVAILABLE TO USERS ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT SEMINOLE COUNTY MAY NOT NECESSARILY MONITOR, CONTROL OR VET USER INFORMATION OR RATINGS. AS SUCH, YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. SEMINOLE COUNTY MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF THE SERVICES, ITS SAFETY OR SECURITY, INCLUDING WITHOUT LIMITATION THE SECURITY OF THE INFORMATION YOU PROVIDE OR THE CONTENT OF THE SERVICES. ACCORDINGLY, SEMINOLE COUNTY IS NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE FROM YOUR RELIANCE ON THE QUALITY, COMPLETENESS, ACCURACY OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, METRICS OR OTHER INFORMATION FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SERVICES.

SEMINOLE COUNTY MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES LISTED, THE GOODS OR SERVICES OFFERED BY THE BUSINESSES OR THE SERVICE'S USERS. ACCORDINGLY, SEMINOLE COUNTY IS NOT LIABLE TO USERS FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE FROM ANY SUCH THIRD PARTY'S ACTIONS OR OMISSIONS, INCLUDING IF USER HAS A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES. USER'S PURCHASE AND USE OF THE PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES, THROUGH THE SERVICE, IS AT YOUR OWN DISCRETION AND RISK.

IN NO EVENT WILL SEMINOLE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, TELECOMMUNICATION PROVIDERS, SERVICE PROVIDERS AND THEIR SUBSIDIARIES AND AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO:

DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, ARISING FROM THE USE OR

PERFORMANCE OF THIS WEB SITE OR FROM ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH SEMINOLE COUNTY'S WEB SITE, EVEN IF SEMINOLE COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

ANY WEB SITES LINKED TO OR FROM SEMINOLE COUNTY'S WEB SITE OR THE SERVICES, THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH WEB SITES;

CONTENT ANYWHERE ON THE INTERNET, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY;

INCLUDING WITHOUT LIMITATION, THOSE DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION;

AGGREGATE LIABILITY OF SEMINOLE COUNTY OR ANY OF ITS COMMISSIONERS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, TELECOMMUNICATION PROVIDERS, SERVICE PROVIDERS AND THEIR SUBSIDIARIES AND AFFILIATES.

IF YOU ARE DISSATISFIED WITH THE SERVICES OR THIS WEB SITE, OR ANY PORTION THEREOF, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE AND DISCONTINUE ACCESS TO, OR USE OF THE SERVICES.

Jurisdictional Issues

This User Agreement is governed by and construed in accordance with the laws of the State of Florida as it is applied to contracts entered into by residents of the State of Florida including the public records law (Chapter 119, Florida Statutes). User consents to the exclusive jurisdiction of the state courts in Seminole County, Florida, and User further consents to the exercise of personal jurisdiction of the courts therein.

If any provision(s) of this User Agreement is found to be contrary to law, then such provision(s) is to be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Seminole County's failure to exercise or enforce any right or provision of this User Agreement does not constitute a waiver of such right or provision unless acknowledged and agreed to by Seminole County in writing.

The section titles in this User Agreement is solely used for the convenience of the parties and have no legal or contractual significance. This User Agreement constitutes the entire agreement between you and Seminole County with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral or written agreements. Users may not assign this User Agreement to any other party.

Privacy Policy

Seminole County recognizes and appreciates the importance of responsible use of information collected on or through the Services. Information may be saved for designated periods of time in

order to comply with the State of Florida's archiving policies. It is the policy of the State of Florida that all records are open for public inspection, unless a statutory exemption applies. This policy is embodied in the Florida Constitution, together with the right of an individual to be free from unauthorized governmental intrusion into their private life, as provided in Article 1, Section 23. In recognition of these policies, the County has established this Internet Privacy Policy. When you use Seminole County's Web site, you are acknowledging that the personal information you provide is subject to Florida's Public Records law as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution.

Users may be required to provide limited information in order to use some or all of the Services. If a User does not provide the required limited information, Users may not be able to engage in some or all of the Services. As the use of the Services is voluntarily, if Users do not provide the required information, if any, in connection with the Services, Users may not be able to engage in some or all of the Services.

Seminole County may collect information and User feedback to help improve the Services and experiences within Seminole County. This limited information may be used to conduct statistical analysis of User activities in order to measure User interest based on the limited information provided and the method in which it is provided. Any information provided by Users to Seminole County, including but not limited to, feedback, questions, comments, and suggestions are non-confidential; moreover such information is a public record subject to public inspection pursuant to Chapter 119, Florida Statutes. Seminole County has no obligation of any kind with respect to such information and is free to reproduce, use, and disclose the information to others without limitation. Additionally, Seminole County is free to use any ideas, concepts, etc. contained in such information for any purpose whatsoever.

Termination

Users may terminate this User Agreement at any time by discontinuing any access to or use of the Services and providing notice of termination in accordance with the Notice provision herein.

Seminole County may remove User information off Seminole County's Web site or suspend a User's ability to utilize the Services for any reason or no reason, and without notice or liability of any kind.

Seminole County reserves the right to modify or discontinue providing the Services for Users at any time for any reason or no reason, and without notice to Users.

Notice

Whenever User desires to give notice to Seminole County with respect to the Services, notice must be in writing, sent by e-mail or registered or certified United States mail, return receipt requested, addressed to:

Seminole County
Community Information
1101 E. 1st Street
Sanford, Florida 32771

407-665-0000

FLSCPIO@SEMINOLECOUNTYFL.GOV

If notice is sent by e-mail, notice is not effective unless acknowledged by Seminole County staff. It is the User's responsibility to follow up with the Seminole County if User has not received an acknowledgement from Seminole County confirming receipt of the e-mail.

Independent Contractor.

Nothing in this User Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting User (including its officers, employees, and agents) as an agent, representative, or employee of Seminole County for any purpose or in any manner whatsoever.

Children

Regulations enacted in April 2000 under the U.S. Children's Online Privacy Protection Act give children under 13 years of age greater privacy protection online. Children's privacy is of primary concern to Seminole County, and our policies and practices reflect applicable laws and regulations on children's privacy. Seminole County does not knowingly collect personal information from children under 13 years of age. Any communication that is identified as being from a child under age 13 will not be kept by Seminole County.

Use of "Cookies"

When you visit Seminole County's Web site, you can surf the site anonymously and access information without revealing your identity. In order to improve our site, we may use "cookies" to assist your visit. A "cookie" is small amount of data that is transferred to your browser by a Web server and can only be read by the server that gave it to you. The data allows your browser to communicate with Seminole County's Web servers. However, it cannot be executed as code or deliver viruses. Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it. However, if you do not accept cookies, you will not be able to use some of our functions that require their use.

For some Web pages that require an authorization, cookies are not optional. Users choosing not to accept cookies will likely not be able to access those Web pages. While certain Web pages use cookies to assist your visit to Seminole County's Web site, and while our Web servers automatically log the IP address of your computer, this information does not identify you personally, and you remain anonymous unless you have otherwise provided personal information to a specific Web page.

Links to Other Sites

Information, data or material accessible via Seminole County's Web pages may contain hyperlinks to information, data or material held on networked information services beyond the Seminole County's Web pages. Seminole County makes no warranty, or guarantee of promise, express or implied, that the data, or material accessible via the hyperlinks contained on Seminole County's Web pages is either accurate, complete, up to date, or fit for any use whatsoever, nor represents or implies that its use will not infringe privately held rights. As such, Seminole County is not

responsible for the content of any off-site material referenced from hypertext documents via Seminole County's Web pages. Use of information from those Web sites is voluntary. References at those Web sites to any specific commercial product, process, or service by trade name, trademark, or otherwise, does not constitute or imply endorsement, recommendation, affiliation or favoring by the Official Site of Seminole County. When Users link to another site Users are subject to the privacy policy of the new Web site.

Florida Statute 668.6076 – Public Records Status of E-mail Addresses; Agency Website Notice

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.