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TERMS OF USE

By visiting the Official Site of City of Flagler Beach, Florida, users agree that they will not use the Site for any unlawful activity or use it in any way that would violate these terms and conditions. If you do not wish to be bound by this agreement, you may not access or use the site. The information on the site is provided for convenience only, and may not be relied upon for any legal rights.

The City of Flagler Beach, Florida provides the site for your convenience. By using the information, services and products available through the site, you agree to be bound by all of The City of Flagler Beach terms and conditions of use as set forth herein.

Please note that the City of Flagler Beach is not responsible for the content or privacy practices of web sites whose contents are not controlled by the City of Flagler Beach, whether City of Flagler Beach links to them as "outside sites" or not.

DISCLAIMER OF LIABILITY AND RELIABILITY

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DISCLAIMER OF DAMAGES

By using the site, the user assumes all risks associated with the use of the site, including, but not limited to, any risk to user's computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated by means of the site or the user's access to it. City of Flagler Beach shall not in any event be liable for any direct, indirect, punitive, special, incidental, or consequential damages, including, without limitation, lost revenue, or lost profits, arising out of or in any way connected with the use or misuse of the information or lack of information on the site or with the delay or inability to use the site, or from any information, documents, services, software, or other material obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, strict liability or otherwise, even if City of Flagler Beach and/or any of its employees/affiliates has been advised of the possibility of damages. The City shall not be liable for any loss or injury caused in whole, or in part, by its actions, omissions, or activities, including in procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information on the site regardless of how caused, or arising out of any user's decision or action taken or not taken in reliance upon information furnished.

Nothing herein shall constitute a waiver of the City's rights or immunities under state law to include, but not be limited to, section 768.28, *Florida Statutes*.

DISCLAIMER OF WARRANTIES

IN NO EVENT WILL THE CITY OF FLAGLER BEACH, ITS SUPPLIERS, ITS SERVICE PROVIDERS, OR OTHER THIRD PARTY AFFILIATES BE LIABLE FOR ANY DAMAGES OF ANY TYPE OR NATURE WHATSOEVER INCLUDING BUT NOT LIMITED TO:

DIRECT, INDIRECT, INCIDENTAL PUNITIVE AND CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SITE;

ANY WEB SITES LINKED TO THE SITE, THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES;

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

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

AGGREGATE LIABILITY OF THE CITY OF FLAGLER BEACH OR ANY OF ITS SUPPLIERS, SERVICE PROVIDERS, OR THIRD PARTY AFFILIATES.

IN NO EVENT SHALL THE CITY OF FLAGLER BEACH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, ARISING FROM THE USE OR PERFORMANCE OF THE

SITE OR FROM ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH THE SITE, EVEN IF THE CITY OF FLAGLER BEACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY PORTION THEREOF, YOUR EXCLUSIVE REMEDY SHALL BE TO STOP USING THE WEB SITE.

DISCLAIMER OF ASSOCIATION WITH USER

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the user and City of Flagler Beach as a result of this Agreement or use of the site. User agrees not to hold himself or herself out as a representative, agent, or employee of City of Flagler Beach and City of Flagler Beach shall not be liable for any representation, act or omission of the user.

LINKAGE

The Official Site of City of Flagler Beach, Florida, provides links to many web sites that are not controlled, maintained, or regulated by us. As such, we are not responsible for the content of those web sites. User information from those web sites is voluntary. Rely on that information only after undertaking an independent review of its accuracy. References at those web sites to any specific commercial produce process, or service by trade name, trademark, or otherwise, does not constitute or imply endorsement recommendation, or favoring by the Official Site of City of Flagler Beach, Florida. When you link to another site and are subject to the privacy policy of the new site, user assumes sole responsibility for the use of third party link and pictures.

INDEMNITY

As a condition of use of City of Flagler Beach's web site, the user agrees to indemnify City of Flagler Beach, its Commissioners, officers, employees and agents against any and all liability, expenses (including, but not limited to, attorney's fees) and damages arising out of claims resulting from user's use of the site, including without limitation any claims alleging facts that if true would constitute a breach by user of these terms and conditions.

JURISDICTION

This Agreement is governed by the laws of the State of Florida, USA. User consents to the exclusive jurisdiction and venue of state courts in Flagler County, Florida, USA in all disputes arising out of or relating to the use of the site. Use of the site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

City of Flagler Beach's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of City of Flagler Beach's right to comply with law enforcement requests or requirements relating to the user's use of the site or information provided to or gathered by City of Flagler Beach with respect to such use.

PROHIBITED USES

As a user of the City of Flagler Beach web site(s) you agree to use this service only for its lawful, intended purposes. Use of this service for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation is prohibited. You also agree not to use the service to:

1. Provide false information or to impersonate someone else;
2. Distribute computer viruses, worms, or any software intended to damage or alter a computer system;
3. Violate any applicable local, state, national or international law.

SEVERABILITY

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

SYSTEM AND NETWORK SECURITY

For site security purposes and to ensure that this service remains available to all users, this government computer system employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Data transmission over the Internet is not guaranteed to be 100% secure. While we strive to protect your personal information, the City of Flagler Beach cannot ensure or warrant the security of any information transmitted to us or received from our online products or services. Once we receive a transmission, we make our best effort to ensure it is secure on our systems.

You are responsible for all charges associated with connecting to the Internet. You agree that any telephone or other communications fees and charges incurred are your sole responsibility. The access number you use may not be a local phone call (even though it may be in the same area code as your phone number) and you may be subject to long distance fees or other charges. We

advise you to check the local telephone service to verify whether your access number is a local charge and if additional communication fees may apply.

Violations of system or network security of the City and its site are prohibited, and may subject you to criminal and/or civil liability. The City of Flagler Beach will investigate potential security violations, and may notify applicable law enforcement agencies if violations are suspected.

You may not attempt to circumvent the authentication procedures or security of any host, network, network component, or account to access data, accounts, or systems that you are not expressly permitted to access. You may not interfere or attempt to interfere with service to any other user.

In the event of any violation of the terms contained herein, the City of Flagler Beach reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided to include, but not be limited to, access to the site. Users who violate terms contained herein may additionally incur criminal and/or civil liability. The City of Flagler Beach may refer violators to civil or criminal authorities for prosecution.

CLOSING OF AGREEMENT

This Agreement constitutes the entire agreement between the user and City of Flagler Beach with respect to the site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and City of Flagler Beach with respect to the site. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in the site; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.