

The Town of Miami Lakes Liability Disclaimer and User Agreement

General

The Town of Miami Lakes (the “Town,” “us” or “our”) Web site is offered to you, the user (“user” or “you”), conditioned on acceptance of the terms, conditions, and notices contained herein (collectively referred to as the “Agreement”), without modification. User access and/or use of this site constitutes acceptance of this Agreement.

The Town has made every effort to ensure the accuracy of the information provided on its Web site. However, due to the possibility of unauthorized modification of the data, transmission errors, HTML browser incompatibilities, changes made since the last update to the Web site or other aspects of electronic communication, the Town does not guarantee the accuracy of the information provided on its Web site and is not liable for reliance on this information. Please contact the Town Clerk at (305) 364-6100 to verify the accuracy of the data.

The Web site is provided as a public service. The Town reserves the right to offer this Web site directly to you or through its authorized agents and contractors. Subject to the terms of this Agreement, government personnel and the general public may use this system to review and retrieve publicly available government information. User agrees to use this Web site as permitted by applicable local, state, and federal laws. User agrees, therefore, not to: 1) knowingly and without authorization, alter, damage, or destroy the Town's, its contractors' or another user's computer system, network, software, program, documentation or data contained therein; 2) use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action which results in blocking access to this Web site by other users will be deemed an unauthorized use.

As authorized by law, the Town provides access to public records and information by remote electronic means as an additional way of viewing, inspecting or copying public records. While every effort is made to produce the most accurate information possible, the Town makes no representations or warranties, express or implied, as to the accuracy, completeness, suitability, or timeliness of the information contained on this Web site. There may be situations, such as a work-in-progress, when the information may change, and users should refer to the official version of all documents on which the user intends to rely.

Because access to this information is provided by the Town for the convenience of all users, any use or access by a user which adversely impacts the performance of the system, or the ability of other users to access information, such as, but not limited to, electronic data harvesting, may result in the termination of that user's access to the information over the internet.

The Town reserves the right to restrict access of any user of this service and may at any time in its sole discretion with or without notice and with or without cause immediately deny access to the service and may remove all account information.

The Town's Web site is not intended to function as a public forum.

Disclaimer

By using the Town Web pages, the user assumes all risks associated with the use of this site, including 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 via a Town Web page, this site or user's access to it. THE TOWN , ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES SHALL NOT IN ANY EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, 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 TOWN WEB SITE OR WITH THE DELAY OR INABILITY TO USE THIS WEB SITE, OR FROM ANY INFORMATION, DOCUMENTS, SERVICES, SOFTWARE, OR OTHER MATERIAL OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. The Town, its Councilmembers, officers, employees, agents and representatives shall not be liable for any loss or injury caused in whole, or in part, by their actions, omissions, or contingencies beyond their control, including in procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information regardless of how caused, or arising out of any user's decision, or action taken or not taken in reliance upon information furnished.

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

Administrative Monitoring

Anyone using this system expressly consents to administrative monitoring at all times by the Town and its authorized agents and contractors. You are further advised that system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If you do not wish to consent to monitoring, exit this system now to avoid further potential monitoring.

Reliability of Information

In preparation of these pages, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular but without limiting anything herein, the Town, its Councilmembers, officers, employees, agents and representatives disclaim any responsibility for typographical errors and accuracy of the information that may be contained on the Town Web pages. The information and data included in this Web site have been compiled by the Town staff from a variety of sources, and are subject to change without notice to the user.

The Town, its Councilmembers, officers, employees and agents and representatives cannot and do not warrant the accuracy, completeness, noninfringement, suitability, adequacy, sequence, merchantability or fitness of any information contained on this site.

In any situation where the official printed publications of the Town differ from the text contained in this system, the official printed documents take precedence. THE SERVICES, INFORMATION, AND DATA MADE AVAILABLE AT THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. THE TOWN AND ITS AUTHORIZED AGENTS AND CONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OR FUNCTIONALITY OF THIS WEB SITE, ITS SUITABILITY FOR USE, OR THAT THIS WEB SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

Links to third-party Web sites/Nonendorsement

In order to provide the user with information about the Town, the Town's Web site may contain links to, and frames of, other Web or computer sites that are not owned, regularly reviewed or controlled by the Town. The Town is not responsible for the content of those sites and cannot guarantee that sites will not change without the Town's knowledge, and inclusion of such links and frames in the Town Web site does not imply the Town's endorsement of the linked or framed sites or their content.

The Town and its authorized agents and contractors do not intend these third party links to be referrals or endorsements of the linked entities by the County, and are provided for convenience only. Each individual site has its own set of policies about what information is appropriate for public access. User assumes sole responsibility for use of third party links and pointers.

The personal data you choose to give to unrelated third parties is not covered by the Town Privacy Statement. We encourage you to review the privacy policy of any company before submitting your personal information. Some third-party companies may choose to share their personal data with the Town; that sharing is, to the extent permitted by law, governed by that third-party company's privacy policy.

The views and opinions of authors published on this Web site do not necessarily reflect those of the Town.

Reference to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the Town. Nor shall any information or statements contained on this Web site be used for the purposes of advertising, or to imply an endorsement or recommendation.

Disclaimer of Association with User

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the user and the Town, its Councilmembers, officers, employees, agents and representatives as a result of this Agreement or use of this Web site. User agrees not to hold himself or herself out as a representative, agent, or employee of the Town and the Town, its

Councilmembers, officers, employees, agents and representatives shall not be liable for any representation, act or omission of the user.

Notice to all Town Departments, Agencies and Employees

Except as provided herein, communication made through e-mail or any other computer messaging system shall in no way be deemed to constitute legal notice to the Town, its Councilmembers, officers, employees, agents and representatives, including, but not limited to, any existing or potential claim or cause of action.

Public records

Florida has a very broad public records law. As a result, any written communication created or received by Town officials and employees will be made available to the public, upon request, unless otherwise exempt. Furthermore, under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to the Town. Instead, contact the Town by telephone or in writing.

ADA Access

The Town is committed to compliance with the Americans with Disabilities Act (ADA). It does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs or activities. Upon request, reasonable accommodation will be made to allow individuals with disabilities access to communications regarding the Town services, programs or activities set forth on The Town's Web site.

Use of cookies

When you visit the Town 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. It can function as your identification card, recording your passwords, purchases, and preferences. However, it cannot be executed as code or deliver viruses.

Privacy Statement

All the Town computer systems are subject to monitoring at all times to assure proper functioning of the systems, to provide security for the computer system's operation and the information contained therein, to prevent unauthorized use, and to deter and investigate violations of law. There is no reasonable expectation of privacy in the use of this public computer system. If you send the Town e-mail that contains personally identifiable information, the Town will use the information to respond to you. The Town may also forward that e-mail to another government agency. Certain e-mail may constitute a public record and be subject to disclosure under state law. When you link to another Web site, you are subject to the privacy policy of the new site.

Collected information

Personal information is information that is associated with your name or personal identity. The Town uses personal information to understand better your needs and interests in the information that the Town places on the Web site. The Town will not sell, rent or lease your personal information to others.

In some areas of our Web site, you can request information, subscribe to marketing or newsletters, register yourself or your company for access to restricted areas. The types of personal information you provide to us on these pages may include name, address, phone number, e-mail address, and/or contact preferences. To personalize our Web sites, services or communications, we may also ask you to provide us with information regarding your personal or professional interests, demographics, and experiences with our Web site or services. Providing this additional information is optional.

Non-personal information is data about usage and service operation that is not associated with a specific personal identity. The Town collects and analyzes non-personal information to evaluate how visitors use the Town Web sites. Non-personal data we collect may include the pages visited on the Town Web site, unique URLs visited within The Town, browser type and IP address. Most non-personal data is collected via cookies or other analysis technologies. The Town web pages use cookies and other technologies for data analysis and personalization services.

Collection of personal information

When you engage in activities on this site, you may be asked to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities.

Depending upon the activity, some of the information that we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity online. Instead, you will need to use a non-web option for transacting that business with The Town.

COPYRIGHTS, TRADEMARKS AND PATENTS

Site content copyrighted

Some of the contents of the Town Web site pages, including, but not limited to text, graphics, and icons, are copyrighted materials owned or controlled by the Town and contain the Town's seal, name, trademarks, service marks, and trade names. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify these materials. No permission is granted here to you to use the Town the Town icons, site address, or other means to hyperlink other Internet sites with any page in the Town the Town

Web site, and the Town assumes no responsibility for any other party's site hyperlinked to the Town Web site or in which any part of the Town Web site has been hyperlinked.

Notice of copyright infringement

The Town respects the intellectual property interests of other parties. If you believe that your work appears on this Web site in a way that constitutes copyright infringement, you may notify the Town and provide the following information:

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

a copy of the copyrighted work that you claim has been infringed, or a description of the copyrighted work, including the URL (i.e., web page address) of the location where the copyrighted work exists;

identification of the URL or other specific location on the Town site where the material that you claim is infringing is located;

a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and

your address, telephone number, and e-mail address.

Jurisdiction/Law

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

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

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.

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

The Town's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by The Town in writing.

The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. These terms and conditions constitute the entire agreement between you and The Town with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party.

The provision of these links should not be construed as an endorsement or sponsorship of these external Web sites, their content or their hosts. The Town specifically disavows legal responsibility for what a user may find on another site, or for the personal opinions of individuals posted on any site, whether or not operated by the Town. The views and opinions of the authors of documents published on or linked to the Town Web site do not necessarily state or reflect the opinion, policy or position of the Town.

Use of Bulletin Board, or any Other Communication or Interactive Forums

To the extent that this Web site contains or may in the future contain bulletin boards, discussion webs, chat rooms, or other message, interactive or communication facilities involving the Town and other users ("forums"), the user agrees to use such forums only to send and receive messages and material that are proper and related to the particular forum. By way of example, and not as a limitation, the User agrees that when using a forum, the user shall not violate the law by:

- Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy and publicity) of others.
- Publishing, posting, distributing, or disseminating any defamatory, infringing, obscene, indecent or unlawful material or information.
- Uploading or downloading files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the user owns or controls the rights thereto or has received all necessary consents.
- Deleting any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.

- Falsifying the origin or source of any material contained in a file that is uploaded.

Knowingly introducing viruses, corrupted files or any other similar software or programs that may damage, alter or destroy this Web site or the operation of another's computer system, network, software, program, documentation or data contained therein.

Knowingly accessing or attempting to access or use the Town's computer system, computer network, or any part thereof, including this Web site, for the purpose of devising or executing any scheme or artifice to defraud; obtaining money, property or services by means of false or fraudulent pretenses, representations or promises; or committing theft, including but not limited to theft of proprietary information.

User agrees to (as available) send and receive electronic mail, engage in conferences and chats, download and upload files, and otherwise use this Web site only as permitted by these terms and conditions, any additional policies or procedures published in this Web site from time to time by the Town, and applicable law.

The Town reserves the right to remove any contents of this Web site received from users for violations of the Town forum use policies and other applicable regulations and law, including violations of others' constitutional rights. The Town reserves the right to edit any notices or postings for length if and when such length interferes with other users' access to and use of this forum.

The User acknowledges that chats, conferences, bulletin boards, discussion webs and any other such interactive or communications' forums hosted by this web site are public and not private communications. Further, the User acknowledges that chats, posting conferences, discussion webs and other communications by other users are not endorsed by the Town, its Councilmembers, officers, employees, agents and representatives, and such communications shall not be considered reviewed, screened, or approved by the Town.**Security**

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

Your responsibilities

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.

Indemnity

As a condition of use of the Town's Web site, the user agrees to hold harmless and indemnify the Town, its Councilmembers, officers, employees, agents and representatives against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from user's use of this Web site, including without limitation, any claims alleging facts that if true would constitute a breach by user of these terms and conditions.

Unauthorized/Prohibited uses

As a user of The Town's 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:

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

System and network security

Violations of system or network security of the service are prohibited, and may subject you to criminal and/or civil liability. The Town 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.

Violation of Agreement/Terms of Use

In the event of any violation of the terms contained herein, The Town reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided. Users who violate terms contained herein may additionally incur criminal and/or civil liability. The Town may refer violators to civil or criminal authorities for prosecution.