

Alamance County Website Terms of Use

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. THESE WEB SITE TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF THIS WEBSITE. THIS WEBSITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR UTILIZE THIS WEBSITE. BY ACCESSING OR USING THIS WEBSITE, YOU AND / OR THE ENTITY YOU ARE AUTHORIZED TO REPRESENT SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

Acceptance of Terms

Alamance County Government is providing information via this website (the "Site") as a public service, and makes available for your use on this Site information, documents, software, and products (collectively, the "Materials"), subject to the terms and conditions set forth in this document (the "Terms of Use"). By accessing this Site, you agree to the Terms of Use without reservation. Additionally, you are hereby advised that Alamance County reserves the right to change the Terms of Use from time to time at its sole discretion. Your use of this Site will be subject to the most current version of the Terms of Use posted on this Site at the time of such use. In addition, when using particular Materials on this Site, you shall be subject to any posted guidelines or rules applicable to such Materials that may contain terms and conditions in addition to those in the Terms of Use. All such guidelines or rules are hereby incorporated by reference into the Terms of Use. If you breach any of the Terms of Use, your authorization to use this Site shall automatically and instantaneously terminate at the time of such breach and you are required to immediately destroy any Materials obtained, downloaded, or printed from this Site.

Ownership, Copyright, and Limited License

The Materials of this Site and all intellectual property rights associated with this Site are the sole property of Alamance County Government, and such Materials and intellectual property rights are protected by copyright and/or other intellectual property laws. Additionally, the Materials of this Site, the intellectual property rights associated therewith, and other elements of this Site are also protected by trademark, trade dress, trade secret, unfair competition, and other applicable laws. All custom graphics, icons, trademarks, logos, and service Marks (collectively and / or individually referred to as "Marks") displayed on this Site are the property of Alamance County Government, its affiliates, or other third parties that have granted Alamance County Government the right and license to use such Marks. You are not permitted to use the Marks without the prior written consent of Alamance County Government, or such third parties, which may own the particular Marks, as the case may be. Except as expressly authorized by these Terms of Use, Alamance County Government and its affiliates, suppliers, or other third parties, do not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information with respect to you under any patents, copyrights, trademarks, or trade secret information with respect to the Materials of this Site, and, except as specifically permitted herein, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, reverse engineer, or distribute the Materials and/or the other intellectual property of this Site in any form without the prior written consent of the Alamance County Government. Alamance

County Government grants you a limited, personal, nontransferable, non-sublicensable, revocable license to access and use this Site only in the manner presented by Alamance County Government.

Use of Software

The software and accompanying documentation that are made available to download from this Site or that are necessary to access certain portions of this Site may be the copyrighted work of Alamance County Government and / or its affiliates, suppliers, or third parties or a third party software provider wholly unrelated to Alamance County. Use of the software is governed by the terms of the end user license agreement that accompanies or is included with such software. If you do not agree to such terms, you may not be able to use the software. You may not decompile, reverse engineer, or otherwise attempt to discover the source code of the software available on this Site.

Use of Site Information

Except as otherwise indicated on this Site, you may view, download, and print the documents and information available on this Site subject to the following conditions: (1) you agree to use this Site only for lawful purposes; (2) you agree not to take any action that might compromise the security of this Site, render this Site inaccessible to others, or otherwise cause damage to this Site or its content; (3) You agree not to add to, subtract from, or otherwise modify the Materials, documents, information, and content of this Site; (4) You agree not to use this Site in any manner that might interfere with the rights of other persons or third parties; (5) You agree that the Materials, documents, information and content of this Site may be used solely for personal, information, and non-commercial purposes; (6) You agree that the Materials, documents, information, and content of this Site may not be reproduced and distributed; and (7) You agree that you may not remove any copyright or other proprietary notices contained in the Materials, documents, information, and content of this Site.

Indemnification

You understand and agree that you are personally responsible for your behavior on, or through use of, this Site. You agree to indemnify, defend, and hold harmless Alamance County Government, its representatives, agents, affiliates, and suppliers from and against all claims, losses, expenses, damages, and costs, including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages, and reasonable attorney's fees and costs, resulting from or arising out of your use, misuse, or inability to use this Site, or any material breach or violation of the Terms of Use. Your use of this Site shall be deemed acceptance of this indemnity obligation, and all other obligations under these Terms of Use.

Reservation of Right to Revoke Authorization

To the extent allowed by law, Alamance County Government, in its discretion, expressly reserves the right to revoke, terminate, or suspend your authorization to view, download, and print documents and information available on this Site, or to otherwise use this Site at any time and for any reasons and for no reason, even if access and use continues to be allowed to others, and any such use shall be discontinued immediately upon written notice from Alamance County Government. You agree that

Alamance County Government shall not be liable to you or any third party for any revocation, termination, or suspension of your access and use of this Site.

Disclaimers

A. Accuracy of Information

Alamance County Government is providing information via this Site as a public service for general informational purposes only. Alamance County Government makes no claims, representations, guarantees, or warranties as to the quality, content, accuracy, completeness, currency, suitability of the information, text, graphics, photos, links, and other items provided via this Site. Such information, content, and Materials have been compiled from a variety of sources, and are subject to change without notice as a result of updates, revisions, and corrections. Although every effort is made to insure that information provided on this Site is timely and correct, users should keep in mind that this information is provided only as a public convenience. The information and content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Users of this Site are responsible for verifying the accuracy, completeness, currency, and/or suitability of all information for themselves. Alamance County Government specifically disclaims any and all liability for any claims or damages that may result from providing this Site or the information it contains, including any websites maintained by third parties linked to this Site.

B. Links to other sites

This Site may contain links to third party website or resources that are not under the control of Alamance County Government. Alamance County Government makes no representation whatsoever about any other website for which you may have access to through this Site. Alamance County Government provides these services merely as a convenience, and the inclusion of such links does not imply that Alamance County Government accepts responsibility for the content or uses of such website or resources. Alamance County is not responsible for the availability of such external sites or resources and is not responsible or liable for any information, documentation, content, advertising, products, services, or other Materials on or available from such sites or resources. When you access a non-Alamance County government website, you do so at your own risk, and you acknowledge and agree that Alamance County Government shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party link, or its content, products, or services available on or through such website or resource.

C. No Endorsements

The presence of links to third party websites or resources shall not be construed as an endorsement by Alamance County Government of the linked Site or resource, or their content, or as an indication of affiliation with the sites' owners, affiliates, creators, or publishers. Alamance County Government makes no representations or warranties concerning the legality or propriety of the content of any website or resource linked to this Site. Furthermore, Alamance County Government does not endorse any of the products, vendors, consultants,

external links, or documentation referenced in this Site. Any mention of vendors, products, or services is provided for informational purposes only.

D. Correction of Errors

Alamance County Government reserves the right to correct any errors, inaccuracies, or omissions and to change and update the information, documentation, and content of this Site at any time without prior notice. Alamance County Government does not, however, guarantee that any errors, inaccuracies, or omissions will be corrected.

E. Modifications

Alamance County Government may revise and update these Terms of Use at any time. Your continued usage of this Site after any changes to the Terms of Use shall be deemed to mean that you have accepted and agreed to those changes and modifications. Any aspect of this Site may be changed, supplemented, deleted, or updated without notice at the sole discretion of Alamance County Government.

Submission of Information

Alamance County Government does not want to receive confidential or proprietary information from you through use of this Site. You acknowledge, understand, and agree that with the exception of credit card numbers, any material, information, or data you transmit to Alamance County Government will be deemed non-confidential and non-proprietary. Further, by sending Alamance County Government any material, information, or data, you grant Alamance County Government an unrestricted, irrevocable license to use, reproduce, perform, transmit, and distribute those Materials, information, or data, and you also agree that Alamance County Government shall be free to use any ideas, concepts, knowhow, or techniques that you transmit for any purpose, and that Alamance County Government will have an unrestricted, world-wide, royalty free right to use, communicate, reproduce, publish, and/or display such Materials, information, or data in any manner it chooses. You are further advised that e-mail correspondence and transmittal of Materials, information, and data to Alamance County Government may be deemed a public record as defined by North Carolina's "Public Records Act", NCGS Chapter 132, and may be subject to public disclosure.

Disclaimer of Warranties

ALAMANCE COUNTY GOVERNMENT MAKES NO REPRESENTATIONS ABOUT THE CONTENT, INFORMATION, DOCUMENTATION, OR SERVICES OF THIS SITE AND/OR THE RESULTS TO BE OBTAINED FROM ANY USE OF THIS SITE. ALL MATERIALS ON THIS SITE ARE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. ALAMANCE COUNTY GOVERNMENT MAKES NO EXPRESS OR IMPLIED WARRANTIES REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE, OR THE CONTENT. ALAMANCE COUNTY GOVERNMENT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITE, THE SERVICE, THE CONTENT, AND/OR ANY PRODUCE OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE. ALAMANCE COUNTY GOVERNMENT DOES NOT

WARRANT THE FUNCTIONS PERFORMED BY THE SITE OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. FURTHER, WITHOUT LIMITED THE FOREGOING, ALAMANCE COUNTY GOVERNMENT MAKES NO WARRANTY THAT THE INFORMATION, CONTENT, SERVICES, AND MATERIALS WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, OR BE EFFECTIVE FOR THE PURPOSES SOUGHT. THIS SITE MAY CONTAIN TECHNICAL OR OTHER MISTAKES, ERRORS, OR INACCURACIES, AND THE MATERIALS AND SERVICES AT THIS SITE MAY BE DEFECTIVE, INSUFFICIENT, OR OUT-OF-DATE. DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OR ACQUISITION OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ALAMANCE COUNTY GOVERNMENT OR FROM USE OF THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

Limitation of Liability

IN NO EVENT SHALL ALAMANCE COUNTY GOVERNMENT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THIS SITE, ITS SERVICES, OR CONTENT; (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THIS SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, ITS SERVICES, OR CONTENT; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (V) ANY OTHER MATTER RELATING TO THE SITE, ITS SERVICE, OR CONTENT, EVEN IF ALAMANCE COUNTY GOVERNMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IF YOU ARE DISSATISFIED WITH THE SITE, ITS SERVICES, OR CONTENT IN ANY WAY, AND / OR IF YOU ARE DISSATISFIED WITH THE TERMS OF USE, IN WHOLE OR IN PART, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE.

Entire Agreement

These Terms of Use constitute the entire agreement between you and Alamance County Government with respect to your use of this Site, and supersedes all discussions, communications, conversations, and agreements concerning the subject matter hereof.

No Waiver

A waiver or decision by Alamance County Government not to enforce, pursue, or prosecute a material breach of the terms of this agreement shall not be deemed to constitute a waiver by Alamance County Government to insist on strict compliance in the future with the terms of this agreement, and shall not prevent Alamance County Government from enforcing, pursuing, or prosecuting a subsequent breach to the fullest extent permitted by law.

Enforceability

If any provision of the Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity or enforceability of any other provision of the Terms of Use, which shall remain in full force and effect.

Governing Law

This Site (excluding linked sites) is controlled by Alamance County Government from its offices within the County of Alamance in the State of North Carolina, United States of America. By access and use of this Site, you and Alamance County government agree that all matters relating to your access to, or use of, this Site shall be governed and construed under the laws of the State of North Carolina, excluding applicable conflicts of laws provisions.

Jurisdiction

To the fullest extent permitted by law, the parties hereby stipulate that the State Courts of the State of North Carolina shall have sole jurisdiction over any proceedings or disputes arising out of or relating to your access to, or use of, this Site or otherwise regarding the parties hereto, and that venue shall be proper and shall lie exclusively in the Superior Court of Alamance County, North Carolina, and you expressly waive any objection that you may have now or hereafter to the laying of venue in the aforementioned court, or to the jurisdiction of such court to hear such proceedings.